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*Proposed Attorneys for SoNev Construction LLC*

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

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In re:  
SoNev Construction LLC  
Debtor.

**DEBTOR'S MOTION FOR INTERIM  
AND FINAL ORDERS (1) AUTHORIZING  
THE DEBTOR TO OBTAIN POST-  
PETITION FINANCING; (2) GRANTING  
LIENS AND PROVIDING  
SUPERPRIORITY ADMINISTRATIVE  
EXPENSE STATUS AND PRIMING  
LIENS; (3) AUTHORIZING ADEQUATE  
PROTECTION PAYMENTS AND USE OF  
CASH COLLATERAL; AND  
(4) GRANTING RELATED RELIEF**

Case No. 22-bk-21037-WTT  
Chapter 11  
Judge William T. Thurman

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By this motion (the “**Motion**”), SoNev Construction LLC, the above-captioned debtor and debtor in possession (“**SoNev**” or the “**Debtor**”), hereby moves for entry of interim and final orders, substantially in the form attached as Exhibit A and Exhibit B hereto, authorizing the

Debtor to obtain post-petition financing under section 364 of the Bankruptcy Code and for authorization to use cash collateral under section 363 of the Bankruptcy Code, and for related relief. In support, the Debtor respectfully states as follows.

**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. SUMMARY OF RELIEF REQUESTED**

The Debtor requests interim and final orders approving post-petition financing under section 364 of the Bankruptcy Code and for related relief. Specifically, the Debtor requests that the Court enter interim and final orders (1) authorizing the Debtor to enter into the DIP Loan (as defined herein) with the DIP Lender substantially in accordance with the terms of the draft DIP Loan and Security Agreement (“**DIP Loan Agreement**”), a copy of which is attached hereto as Exhibit C, and to take all actions necessary to consummate the DIP Loan; (2) granting priming liens on all of its current and future property as collateral, with the exception of all existing purchase money security interests on Debtor’s tangible personal property (as discussed more fully in Section III. C. below), and super priority claims in connection with the DIP Loan; (3) authorizing the Debtor to use cash collateral and make adequate protection payments to the one secured creditor who is secured by cash collateral; and (4) granting related relief. To the extent required, the Debtor also requests that the Court grant any related relief deemed necessary and to the extent required, including granting adequate protection and modification of the automatic stay to the extent necessary to implement and enforce the terms and provisions of the DIP Loan Agreement and DIP Loan. The Debtor requests also that the Court schedule a hearing within 30 days (the “**Final Hearing**”) to consider entry of an order granting the relief requested in the Motion on a final basis (the “**Final Order**”).

## II. **JURISDICTION**

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334.

This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. The Debtor's principal offices and principal place of business are located in Cedar City, Utah, within the District of Utah, and, therefore, venue is proper in this District under 28 U.S.C. §§ 1408(1) and 1409.

3. The bases for the relief requested herein are sections 105(a), 363, and 364 of title 11 of the United States Code (the "**Bankruptcy Code**") and rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

## III. **GENERAL BACKGROUND**

4. The Debtor is a specialty construction contractor specializing in construction, grading, excavation, and development services for the surface mining industry. Debtor's business requires large, complex, and sophisticated heavy equipment that is specially designed for servicing the mining industry and specialty construction projects, and their use and operation is essential to the day-to-day operations of Debtor's business. Further, Debtor is servicing large operating contracts with large mining or specialty construction operations all over the state of Utah and as far as the state of Virginia.

5. The Debtor's operations have been interrupted due to a series of catastrophic events and difficulties, resulting in cash flow difficulties. The Debtor's work on a project for the new Salt Lake City Airport was halted due to a fatal accident in which one of the Debtor's employees died. Key pieces of the Debtor's equipment have been out of service on various projects, which has caused delays and increased costs for workarounds. The equipment failures

have resulted, at least in part, from unavailability of parts and manufacturers' and dealers' refusal or delays in providing warranty or other repair service on the equipment. One of these failures has resulted in a lawsuit with one of the Debtor's key equipment suppliers, whose invoices and debts are disputed. The business conditions during the COVID-19 have also caused business interruptions, increased materials and equipment costs, and caused labor to become more expensive and more scarce. Finally, the Debtor has had some disputes on projects it has undertaken in which the parties for whom services were performed have refused to make timely or full payment. The combined effect of all of the above has resulted in inconsistent cash flow and, at this time, the Debtor is unable to pay its current debts as they come due.

6. The Debtor is a Utah limited liability company. The Debtor's members are Keith Gilbert, who owns 75 percent and is also the Debtor's sole Managing Member; Patti Gilbert, who owns 10 percent and is the Debtor's Project Manager; and Michael Conboy, who is a 15 percent member.

7. On March 25, 2022 (the "**Petition Date**"), the Debtor filed its petition for relief under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Case**") in the United States Bankruptcy Court for the District of Utah, Southern Division (the "**Bankruptcy Court**"). Additional factual information specific to the Motion is set forth below.

#### **IV. BACKGROUND SPECIFIC TO THE MOTION**

8. The Debtor is seeking authority to enter into a debtor-in-possession financing transaction with the DIP Lender in which the DIP Lender will provide the Debtor with a credit facility up to \$2,000,000 in which the Debtor can access when needed to make up for any short-fall in its operations or cash flow (the "**DIP Loan**"). In return, the Debtor will grant the DIP

Lender a perfected first-priority security interest in all of its assets, with the exception of all existing purchase money security interest on Debtor's tangible personal property, which shall remain first-priority security interests of Debtor's pre-petition secured creditors, to secure the DIP Loan, and will grant the DIP Lender a superpriority administrative claim. The Debtor and the DIP Lender have agreed that the transactions contemplated by the DIP Loan shall be substantially in the form of the DIP Loan Agreement.

9. The Debtor's need to use Cash Collateral and to obtain credit pursuant to the DIP Loan Agreement is immediate and critical. The DIP Loan is necessary to enable the Debtor to continue operations and to administer and preserve the value of its estate as a going concern. The ability of the Debtor to finance its operations, maintain business relationships, maintain or purchase specialized heavy equipment, pay its employees, protect the value of its assets, and otherwise finance its operations requires the availability of working capital from the DIP Loan, the absence of which would immediately and irreparably harm the Debtor, its estate, its creditors and equity holders, and the possibility for a successful administration of the case. The Debtor does not have sufficient available sources of working capital and financing to operate in the ordinary course of business without the DIP Loan.

10. The Debtor is seeking interim approval of the DIP Loan so that sufficient funds are available to provide the Debtor with the working capital it needs to operate. As described in more detail herein, with the exception of all existing purchase money security interest on Debtors tangible personal property which shall remain the security interest of Debtor's pre-petition secured creditors, the Debtor will pledge all other assets to secure the DIP Loan with priming first-priority perfected liens, and the DIP Loan will constitute allowed superpriority

administrative expense claims having priority under section 364(c)(i) of the Bankruptcy Code over all administrative expense claims and unsecured claims against the Debtor now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 105, 326, 328, 330, 331, 363, 364, 503, 506, 507, 546, 726, 1113 and 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority only, to (i) any fees payable to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a);<sup>1</sup> (ii) the aggregate of the allowed reasonable fees and expenses incurred by the Debtor in connection with the administration of its chapter 11 case, including, without limitation, the fees, costs and expenses of the Debtor's professionals and advisors.

11. The Debtor is unable to obtain unsecured financing, financing as a mere administrative priority, or financing subordinated to its pre-petition lenders. The Debtor has no real property. Most of the Debtor's tangible and intangible assets are equipment that is already subject to purchase money security interests or receivables that are secured by prepetition security interests in excess of their amount. The Debtor has sought other forms of financing to no avail.

12. The DIP Lender's terms are fair and reasonable and consistent with other receivables-based loans both in and out of chapter 11. Furthermore, the DIP Loan is flexible and allows the Debtor to borrow only what it needs if its cash needs temporarily exceed its payroll and other expenses. The Debtor is unable to predict with certainty that its cash flow will be

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<sup>1</sup> There should be no U.S. Trustee's fees in this case because the Debtor has elected to proceed under Subchapter V of chapter 11.

smooth, particularly as its trade vendors go to cash only and its clients may delay or refuse payment now that the Debtor has entered chapter 11.

**A. Summary of Key Terms**

13. The Debtor and DIP Lender have negotiated proposed terms and the DIP Lender has provided Debtor a proposed offer letter setting for the terms of the DIP Loan, subject to further due diligence and Court approval (attached hereto as Exhibit C). The key terms are the following:

Debtor/Borrower:	SoNev Construction, LLC
DIP Lender:	nFusion Capital, LLC
Maximum Facility:	A discretionary Accounts Receivable Purchasing Agreement (“Agreement”) will be established during the contract term in an aggregate amount not to exceed \$2,000,000.
Advance Rate:	nFusion Capital, LLC shall advance up to 80% of the net face value of eligible accounts receivable less any retainage, as determined by nFusion Capital in its sole discretion.
Agreement Fee:	1% of Maximum Facility.
Term of Agreement:	The Agreement anticipates a 24-month discretionary auto renewable Facility with a 90-day exit option exercisable by either nFusion Capital or the Debtor. Debtor shall pay an annual anniversary fee equal to 1% of the Maximum Facility upon renewal.
Collateral:	nFusion Capital shall be granted a first priority lien and security interest in all existing and after acquired personal property (including without limitation accounts, contract rights, inventory, equipment, and general intangible of Debtor and all proceeds thereof); <u>provided, however, that nFusion Capital’s lien shall not prime existing purchase money security interests on any of Debtor’s tangible personal property.</u> Debtor hereby grants nFusion Capital a security interest in the Collateral to secure Debtor’s obligation hereunder and hereby irrevocable authorizes nFusion Capital to execute and file a form UCC-1.

14. The Debtor's assets are subject to 13 UCC-1 financing statements, true-and-correct copies of which is attached as Exhibit D hereto. The following table summarizes the UCC-1s and the pre-petition secured creditors' positions vis-à-vis the Debtor's assets:

<b>Date</b>	<b>Creditor</b>	<b>Summary of Collateral</b>
06/13/2019	CSC <sup>2</sup> (for BAM Capital – Already Paid)	"All Assets" – SHOULD BE TERMINATED
09/04/2019	Michael Conboy	"All Assets"
12/28/2020	Financial Pacific Leasing	Specific Equipment Contract # 001-168549 7-301, dated 12/24/2020
01/12/2021	North Mill Credit Trust	2005 Caterpillar D9L Crawler Tractor; VIN/Serial #: 14Y75463 2006 Caterpillar 6 13C Water Wagon Scraper; VIN/Serial # CAT0613CV8LJ2343
03/04/2021	Bill Miller Equip. Sales	CAT 980K WHEEL LOADER, S/N: W7K755
04/19/2021	Bill Miller Equip. Sales	CAT D10N DOZER, S/N: 3SK461
04/20/2021	RPS Campbell Companies, LLC dba Solutions Financial Services	2018 EDGE STACKER STK 36X80 80' STACKER WITH 40" BELT S/N 18TS8040874, 2019 METSO ST3.8 TRACK SCREEN S/N 180657, AND A 2019 METSO LT1213S IMPACT CRUSHER WITH SCREEN S/N 180186
04/26/2021	CSC	Specific Equipment, 2012 Smithco VIN: 1S9SS4235CL476370 2012 Smithco VIN: 1S9SS4230CL476406 2012 Smithco VIN: 1S9SS274XCL476371 2012 Smithco VIN: 1S9SS2745CL476407
04/26/2021	Bill Miller Equip. Sales	KENWORTH LUBE TRUCK, S/N: 155231S
04/26/2021	Bill Miller Equip. Sales	KOMATSU PC490 EXCAVATOR, S/N: A41846
07/20/2021	Caterpillar Financial Services Corporation	Caterpillar 982M Medium Wheel Loader S/N: K1Y01607
08/05/2021	Iron Capital Rentals USA	CAT 772G KEX00131: 2014,- CAT0772GHKEX00131 CAT 772G KEX00138: 2014,- CAT0772GCKEX00138 CAT 772G KEX00139: 2014, - CAT0772GVKEX00139 CAT 772G KEX00140: 2014,- CAT0772GJKEX00140

<sup>2</sup> The Debtor inquired at the CSC notice address on this filing prior to the petition date but received no response. The Debtor recognizes this UCC-1 as a factor named BAM Capital that the Debtor did not ultimately use, and therefore no value was given in exchange, and the filer does not in fact have a security interest. Attached as Exhibit E hereto is a statement from BAM Capital that the financing should have been terminated.

<b>Date</b>	<b>Creditor</b>	<b>Summary of Collateral</b>
08/18/2021	Hanmi Bank	Specific equipment on Agreement Number # 33753-BRO-45905
09/15/2021	KLC Financial, Inc./First Utah Bank	2002 Cat 988G Wheel Loader S/N# BNH0457
11/16/2021	Garth O Green Enterprises, Inc. dba Southwest Plumbing Supply	Deficient financing statement references Exhibit A that is not appended, but likely refers to specific personal property – total debt is only approximately \$16,000
11/22/2021	Partners Capital Group, Inc.	Specific equipment subject to Lease/Equipment Financing Agreement Number #70394

(See Exhibit D, UCC-1 Financing Statements.)

15. In addition, the Debtor has a number of titled vehicles that are subject to purchase money security interests and for which the secured party is perfected by being on the applicable vehicle's title. These are as follows:

<b>Vehicle</b>	<b>Secured Party</b>
1999 KW W90 CON VIN3559	G Force GC LLC
2005 Hyundai COMM Tril. VIN2003	G Force GC LLC <sup>3</sup>
Trail King TK40SSD VIN4923	Caterpillar Financial Services Corporation <sup>4</sup>
Trail King TK40SSD VIN4924	Caterpillar Financial Services Corporation <sup>5</sup>
FRHT Cascadia 125 VIN0923	G Force GC LLC
2007 COMM SDCE VIN9513	G Force GC LLC
2006 TRAIL Circle R Side Dump VIN7073	G Force GC LLC

16. The Debtor's primary non-equipment assets are accounts receivable securing the Conboy "all asset" security interests above. The remaining security interests are purchase money security interests in specific equipment identified therein.

17. Because the DIP Lender will not prime existing purchase money security interests on the Debtor's equipment, the Debtor's existing equipment-secured creditors will not be harmed

<sup>3</sup> It is unclear if G Force is on record at DMV on title on this vehicle.

<sup>4</sup> It is unclear if Caterpillar is on record at DMV on title on this vehicle.

<sup>5</sup> It is unclear if Caterpillar is on record at DMV on title on this vehicle.

by the DIP Loan, and the Debtor need not provide additional adequate protection to them. Nevertheless, the Debtor will continue using their equipment, and so the Debtor seeks to continue paying the secured “lease” obligations at the contract rate in the ordinary course of its business. The Debtor believes that the contract rate in each case will satisfy the equipment financiers and provide them adequate protection.

18. The Debtor has one “all assets” secured creditor – Michael Conboy – who is secured on all of the Debtor’s assets covered by a UCC-1 dated September 4, 2019. The Debtor proposes to continue making the regular payments of \$25,000 per month to Mr. Conboy as adequate protection of Mr. Conboy’s security interest, which will be primed by the DIP Lender. Mr. Conboy is primarily secured by the Debtor’s receivables, which, once collected on, will constitute “cash collateral.” The Debtor proposes that this periodic payment provides adequate protection for the use and priming of Mr. Conboy’s security interest in cash collateral.

**V. BASIS FOR RELIEF**

**A. Legal Standard**

**1. Use of Estate Property – Bankruptcy Code Section 363(b)(1)**

Section 363(b)(1) of the Bankruptcy Code provides that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate . . . .” In considering a proposed use of property outside of the ordinary course, courts look at whether the proposed use of the property is in the best interests of the estate based on the facts of the case. *Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 19-20 (9th Cir. BAP 1988) (citing *In re Continental Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986)). This requires an examination of the “business justification” for the proposed use. *Walter*, 83 B.R. at 19 (“[F]or

the debtor-in-possession or trustee to satisfy its fiduciary duty to the debtor, creditors and equity holders, there must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business . . . .”).

In determining whether the use of estate property outside of the ordinary course of business should be approved, “the bankruptcy judge should consider all salient factors pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor, creditors and equity holders, alike.” *Id.*; *see also Continental Air Lines*, 780 F.2d at 1226.

## **2. Use of Cash Collateral – Bankruptcy Code Section 363(c)(1)**

Section 363(c)(2) of the Bankruptcy Code provides that—

(2) The trustee may not use, sell, or lease cash collateral under paragraph (1) of this subsection unless—

(A) each entity that has an interest in such cash collateral consents; or

(B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section.

Section 363(e), in turn, provides that—

Notwithstanding any other provision of this section, at any time, on request of an entity that has an interest in property used, sold, or leased, or proposed to be used, sold, or leased, by the trustee, the court, with or without a hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest.

“Adequate protection” is defined in section 361 to include periodic cash payments, additional or replacement liens, or granting the secured party the “indubitable equivalent” of such secured party’s existing interest. 11 U.S.C. § 361(1)-(3).

### **3. Bankruptcy Code Sections 364(c) and (d)**

Section 364(c) of the Bankruptcy Code provides that—

If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt- (1) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title; (2) secured by a lien on property of the estate that is not otherwise subject to a lien; or (3) secured by a junior lien on property of the estate that is subject to a lien.

Section 364(d)(1) further provides that—

The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if (A) the trustee is unable to obtain such credit otherwise; and (B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

When a debtor's business judgment is consistent with the provisions of and policies underlying the Bankruptcy Code, courts routinely grant a debtor considerable deference in acting in accordance with its business judgment. *See, e.g., In re Ames Dept. Stores, Inc.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) (courts have discretion under section 364 of the Bankruptcy Code to permit debtor to exercise reasonable business judgment so long as (i) the terms of the financing agreement do not "leverage the bankruptcy process and powers" and (ii) the financing agreement's purpose is primarily to benefit the estate, and not a party in interest); *see also In re Defender Drug Stores*, 145 B.R. 312, 316-317 (9th Cir. B.A.P. 1992) ("Bankruptcy courts, however, have regularly authorized post-petition financing arrangements containing lender incentives beyond the explicit priorities and liens specified in section 364. While certain favorable terms may be permitted as a reasonable exercise of the debtor's business judgment,

bankruptcy courts do not allow terms in financing arrangements that convert the bankruptcy process from one designed to benefit all creditors to one designed for the unwarranted benefit of the post-petition lender. Thus, courts look to whether the proposed terms would prejudice the powers and rights that the Code confers for the benefit of all creditors and leverage the Chapter 11 process by granting the lender excessive control over the debtor or its assets as to unduly prejudice the rights of other parties in interest.” (citations omitted)); *see also In re Berry Good, LLC*, 400 B.R. 741, 747 (Bankr. D. Ariz. 2008).

#### **4. Interim and Final Relief – Bankruptcy Code Section 363(c)(3)**

Section 363(c)(3) provides the procedure for interim and final relief on the use of cash collateral and other secured property:

Any hearing under paragraph (2)(B) of this subsection may be a preliminary hearing or may be consolidated with a hearing under subsection (e) of this section, but shall be scheduled in accordance with the needs of the debtor. If the hearing under paragraph (2)(B) of this subsection is a preliminary hearing, the court may authorize such use, sale, or lease only if there is a reasonable likelihood that the trustee will prevail at the final hearing under subsection (e) of this section. The court shall act promptly on any request for authorization under paragraph (2)(B) of this subsection.

#### **5. Bankruptcy Code Section 105(a)**

Section 105(a) of the Bankruptcy Code provides that bankruptcy courts “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions” of the Bankruptcy Code.

## **VI. ARGUMENT**

### **A. Authorizing the Debtor to Obtain the Proposed Post-Petition Financing and Granted Related Relief is Proper.**

As set forth above, the proposed DIP Loan will allow the Debtor to obtain the cash it needs to achieve an orderly reorganization of the Debtor's business while preserving the value of the Debtor's estate for the benefit of creditors.

Based upon all of the above, the Debtor believes that entering into the DIP Loan based on the terms of the DIP Loan Agreement reflects a sound and prudent exercise of its business judgment under the circumstances and is in the best interests of the estate and its creditors. The Debtor therefore seeks a Court order approving these actions.

The Debtor is unable to obtain unsecured financing, financing as a mere administrative priority, or financing subordinated to its pre-petition lenders. The Debtor has no real property. Most of the Debtor's tangible and intangible assets are equipment that is already subject to purchase money security interests or receivables that are secured by prepetition security interests in excess of their amount.

### **B. Authorization to Use Cash Collateral and Provide Adequate Protection**

The Debtor proposes to use the equipment, including vehicles, that are secured by the above-named secured creditors in the course of its business operations. Loss of the equipment would be catastrophic for the Debtor because it could not continue its operations and generate cash and receivables to fund its business and pay its creditors.

To provide adequate protection for its secured equipment creditors, the Debtor proposes to continue paying its creditors that are secured by equipment at the contractual rates in their financing agreements. The Debtor has adequate cash flow to continue to do so. Doing so will

ensure that the Debtor does not lose any of its valuable equipment in which it has equity and a great need to continue to use in its operations.

To provide adequate protection for its “all asset” creditor, Michael Conboy, in consideration of the Debtor’s use of the receivables, which constitute Mr. Conboy’s cash collateral, and in consideration of the priming security interest being granted to the DIP Lender, the Debtor proposes to continue paying Mr. Conboy at the contractual rate of \$25,000 per month. This should adequately protect Mr. Conboy against any potential loss by the use and priming. 11 U.S.C. § 361.

**C. Interim and Final Relief**

The Debtor requests that, in accordance with section 363(c)(3), the Court hold an interim hearing as soon as practicable to authorize the Debtor to use cash collateral and the secured equipment in the interim until final relief can be granted by entry of the Final Order. Further, the Debtor requests that the Court order that the Interim and Final Orders are immediately effective to prevent immediate and irreparable harm to the Debtor’s business by waiving the 14-day stay of Rule 6004(h).

**VII. NOTICE**

No trustee or examiner has been appointed in the Chapter 11 Case. The Debtor has provided notice of this Motion to (a) the Office of the United States Trustee for the District of Utah; (b) the parties listed on the List of Creditors Holding the 20 Largest Unsecured Claims for the Debtor; (c) all ECF notice parties; (d) the United States Internal Revenue Service; (e) the Utah Tax Commission; and (f) all secured and unsecured creditors and other stakeholders on the

Debtor's mailing matrix. In light of the nature of the relief requested in this Motion, the Debtor respectfully submits that no further notice is necessary.

No prior application for the relief sought in this Motion has been made to this Court or any other court in connection with this Chapter 11 Case.

### **VIII. CONCLUSION**

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court enter interim and final orders authorizing the Debtor to (1) enter into the DIP Loan with the DIP Lender substantially in accordance with the terms of the DIP Loan Agreement, and to take all actions necessary to consummate the DIP Loan; and (2) grant priming liens on all of its current and future property as collateral and super priority claims in connection with the DIP Loan. The Debtor requests also that the Court schedule a Final Hearing within 30 days to consider entry of the Final Order.

DATED March 27, 2022.

/s/ Brian M. Rothschild

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Brian M. Rothschild

Darren Neilson

Simeon Brown

**PARSONS BEHLE & LATIMER**

*Proposed Attorneys for SoNev Construction LLC*

**EXHIBIT A**

**INTERIM ORDER**

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

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In re:  
SoNev Construction LLC  
Debtor.

**INTERIM ORDER (1) AUTHORIZING  
THE DEBTOR TO OBTAIN POST-  
PETITION FINANCING; (2) GRANTING  
LIENS AND PROVIDING  
SUPERPRIORITY ADMINISTRATIVE  
EXPENSE STATUS AND PRIMING  
LIENS; (3) AUTHORIZING ADEQUATE  
PROTECTION PAYMENTS AND USE OF  
CASH COLLATERAL; AND  
(4) GRANTING RELATED RELIEF**

Case No. 22-bk-21037-WTT

Chapter 11

Judge William T. Thurman

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Upon the motion (the “**Motion**”)<sup>6</sup> filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**”) seeking entry of an order (1) authorizing the Debtor to enter into the DIP Loan (as defined herein) with the DIP Lender substantially in accordance with the terms of the draft DIP Loan and Security Agreement and to take all actions necessary to consummate the DIP Loan; (2) granting priming liens on all of its current and future property as collateral, with the exception of all existing purchase money security interests on Debtor’s tangible personal property, and super priority claims in connection with the DIP Loan; (3) authorizing the Debtor

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<sup>6</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

to use cash collateral and make adequate protection payments to the one secured creditor who is secured by cash collateral; and (4) granting related relief, and the Court, having reviewed the Motion and having heard the statements of counsel in support of the relief requested in the Motion at the hearing before the Court (the “**Hearing**”), and upon the record of the proceedings before this Court, and the Court finding that it has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, that this is a core matter under 28 U.S.C. § 157(b)(2), that notice of the Motion and the Hearing were sufficient under the circumstances and that no further notice need be given for the interim relief sought herein; and the legal and evidentiary bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein and that such relief is necessary to avoid immediate and irreparable harm to the Debtor’s estate,

**THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED on an interim basis to the extent provided herein pending the hearing on the Final Order granting the Motion.
2. Any objection to the relief requested in the Motion being granted on a final basis must be filed in the Court and served on counsel to the Debtor so that such objection is received no later than [DATE], at 5:00 p.m. (Prevailing Utah Time) (the “**Objection Deadline**”). If any party in interest files an objection, the Court will hold a hearing on the relief sought in the Motion on a final basis on [DATE] at [TIME] (Prevailing Utah Time) (the “**Final Hearing**”) at the United States Bankruptcy Court, Judge William T. Thurman, US Bankruptcy Court District of Utah, 5th District Court, State of Utah, 206 West Tabernacle, Courtroom 2B, St. George, UT 84770. The Court may make provision for telephonic or Zoom appearances at the Final Hearing, and interested parties should check the docket and the Court’s website for

instructions for accessing the Final Hearing. If no objections are filed to the Motion, this Court may enter a Final Order on the Motion without holding the Final Hearing.

3. Entry of this Interim Order is without prejudice to the rights of any party in interest to interpose an objection to the Motion, and any such objection will be considered on a *de novo* basis at the final hearing.

4. In the interim, the Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.

5. The Debtor is authorized, but not required, to borrow funds under the DIP Loan and use it for the purposes as outlined in the Motion and as approved by other orders of this Court.

6. Such borrowings and all other amounts owing on the DIP Loan shall constitute allowed superpriority administrative expense claims having priority under section 364(c)(i) of the Bankruptcy Code over all administrative expense claims and unsecured claims against the Debtor now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 105, 326, 328, 330, 331, 363, 364, 503, 506, 507, 546, 726, 1113 and 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority only, to (i) any fees payable to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a); (ii) the aggregate of the allowed reasonable fees and expenses incurred by the Debtor in connection with the administration of its chapter 11 case, including, without limitation, the fees, costs and expenses of the Debtor's professionals and advisors.

7. The DIP Lender is hereby granted a priming first-priority lien and security interest in all existing and after acquired personal property of the Debtor (including without limitation accounts, contract rights, inventory, equipment, and general intangibles of Debtor and all proceeds thereof); provided, however, that the DIP Lender's security interests shall not prime existing purchase money security interests on any of Debtor's tangible personal property.

8. The Debtor is authorized to perform its obligations to the DIP Lender on the DIP Loan according the documents governing the same, and is authorized to execute such further documents, financing statements, and papers as are reasonable and necessary to effectuate the DIP Loan.

9. The Debtor is authorized, but not required, to make payments to the secured equipment lenders at the ordinary rates in its contracts with such lenders, and such payments constitute adequate protection.

10. The Debtor is authorized to make payments to secured creditor Michael Conboy in the amount of \$25,000 per month, and such payments constitute adequate protection for the Debtor's use of Mr. Conboy's cash collateral.

11. Rule 6003 of the Bankruptcy Rules has been satisfied to the extent applicable.

12. Notwithstanding Bankruptcy Rules 6004, 7062, or 9014, the terms and conditions of this Order shall be immediately effective upon its entry.

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

###

**[END OF DOCUMENT]**

**EXHIBIT B**

**FINAL ORDER**

---

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH**

---

In re:

SoNev Construction LLC  
Debtor.

**FINAL ORDER (1) AUTHORIZING THE  
DEBTOR TO OBTAIN POST-PETITION  
FINANCING; (2) GRANTING LIENS AND  
PROVIDING SUPERPRIORITY  
ADMINISTRATIVE EXPENSE STATUS  
AND PRIMING LIENS;  
(3) AUTHORIZING ADEQUATE  
PROTECTION PAYMENTS AND USE OF  
CASH COLLATERAL; AND  
(4) GRANTING RELATED RELIEF**

Case No. 22-bk-21037-WTT

Chapter 11

Judge William T. Thurman

---

Upon the motion (the “**Motion**”)<sup>7</sup> filed by the above-captioned debtor and debtor-in-possession (the “**Debtor**”) seeking entry of an order authorizing Debtor to obtain post-petition financing under section 364 of the Bankruptcy Code, and for related relief; and the Court, having reviewed the Motion and having heard the statements of counsel in support of the relief requested in the Motion at the hearing before the Court (the “**Hearing**”), finds that the Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334, that this is a core matter under 28

---

<sup>7</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

U.S.C. § 157(b)(2), that notice of the Motion and the Hearing were sufficient under the circumstances and that no further notice need be given; and the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein, that the Court finds the granting of superiority administrative expense status and granting priming liens under section 364(d) of the Bankruptcy Code to be necessary and appropriate, and that no financing on any better terms is available, and that borrowing under the DIP Loans is necessary to preserve the value of the Debtor's estate, and that the relief granted herein is necessary to avoid immediate and irreparable harm to the Debtor's estate,

**THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as provided herein on a final basis.
2. In the interim, the Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Interim Order.
3. The Debtor is authorized, but not required, to borrow funds under the DIP Loan and use it for the purposes as outlined in the Motion and as approved by other orders of this Court.
4. Such borrowings and all other amounts owing on the DIP Loan shall constitute allowed superpriority administrative expense claims having priority under section 364(c)(i) of the Bankruptcy Code over all administrative expense claims and unsecured claims against the Debtor now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in sections 105, 326, 328, 330, 331, 363, 364, 503, 506, 507, 546, 726, 1113 and 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under section 364(c)(1) of the Bankruptcy Code, subject, as to priority only, to (i) any fees payable to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 U.S.C. §1930(a); (ii) the aggregate of the allowed reasonable fees

and expenses incurred by the Debtor in connection with the administration of its chapter 11 case, including, without limitation, the fees, costs and expenses of the Debtor's professionals and advisors.

5. The DIP Lender is hereby granted a priming first-priority lien and security interest in all existing and after acquired personal property of the Debtor (including without limitation accounts, contract rights, inventory, equipment, and general intangibles of Debtor and all proceeds thereof); provided, however, that the DIP Lender's security interests shall not prime existing purchase money security interests on any of Debtor's tangible personal property.

6. The Debtor is authorized to perform its obligations to the DIP Lender on the DIP Loan according the documents governing the same, and is authorized to execute such further documents, financing statements, and papers as are reasonable and necessary to effectuate the DIP Loan.

7. The Debtor is authorized, but not required, to make payments to the secured equipment lenders at the ordinary rates in its contracts with such lenders, and such payments constitute adequate protection.

8. The Debtor is authorized to make payments to secured creditor Michael Conboy in the amount of \$25,000 per month, and such payments constitute adequate protection for the Debtor's use of Mr. Conboy's cash collateral.

9. Rule 6003 of the Bankruptcy Rules has been satisfied to the extent applicable.

10. Notwithstanding Bankruptcy Rules 6004, 7062, or 9014, the terms and conditions of this Order shall be immediately effective upon its entry.

11. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

###

**[END OF DOCUMENT]**

**EXHIBIT C**

**UCC-1 FINANCING STATEMENTS**



## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  1654 03817 CSC 801 Adlai Stevenson Drive Springfield, IL 62703
Filed In: Utah (S.O.S.)

569556201943

JUN 13 2018 AM 9:50

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME SONEV CONSTRUCTION LLC

OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1c. MAILING ADDRESS 1294 Ridgeway Dr.	CITY Cedar City	STATE UT	POSTAL CODE 84721
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME CORPORATION SERVICE COMPANY, AS REPRESENTATIVE

OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3c. MAILING ADDRESS P.O. BOX 2576 / uccsprep@cscinfo.com	CITY Springfield	STATE IL	POSTAL CODE 62708
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

**ALL ASSETS OF DEBTOR, NOW EXISTING AND HEREAFTER ARISING, WHEREVER LOCATED. NOTICE - PURSUANT TO AN AGREEMENT**

BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED AND COVENANTED NOT TO FURTHER ENCUMBER THE COLLATERAL

DESCRIBED HEREIN. FURTHER ENCUMBANCING THE COLLATERAL SHALL CONSTITUTE TORTIOUS INTERFERENCE WITH SECURED

PARTY'S RIGHTS. IN THE EVENT THAT DEBTOR PURPORTS TO GRANT ANY ENTITY (OTHER THAN SECURED PARTY) A SECURITY

INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL INTANGIBLES, SECURED PARTY HEREBY ASSERTS A CLAIM TO ANY AND ALL PROCEEDS RECEIVED THEREFROM.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA: SoNev Construction, LLC

1654 03817

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Filed in the Office of 	Initial Filing Number <b>575330201933</b>
Director, Division of Corporations and Commercial Code	Filed On <b>9/4/2019 3:56:00 PM</b>
	Lapse Date <b>9/4/2024</b>
	Number of Pages <b>1</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>SONEV CONSTRUCTION, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1293 N. RIDGEWAY DRIVE</b>	CITY <b>CEDAR CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME <b>CONBOY</b>	FIRST PERSONAL NAME <b>MICHAEL</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1114 AVENUE OF THE AMERICAS 29TH FLOOR</b>	CITY <b>NEW YORK</b>	STATE <b>NY</b>	POSTAL CODE <b>10036</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**ALL ACCOUNTS AND DEPOSIT ACCOUNTS, CHATTEL PAPER, AND OTHER RIGHTS TO PAYMENT OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; ALL INSTRUMENTS, ALL INVENTORY OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; ALL EQUIPMENT OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; ALL GENERAL INTANGIBLES AND CONTRACT RIGHTS OF THE DEBTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED; ALL INVESTMENT PROPERTY; ALL OF THE FOREGOING, TOGETHER WITH ALL SUBSTITUTIONS AND REPLACEMENTS FOR AND PRODUCTS OF ANY OF THE FOREGOING PERSONAL PROPERTY TOGETHER WITH ALL ACCESIONS, ATTACHMENTS, PARTS, PROCEEDS, MODIFICATIONS, AND REPAIRS NOW OR HEREAFTER ATTACHED OR AFFIXED TO OR USED IN CONNECTION WITH ANY OF THE FOREGOING.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**SONEV CONSTRUCTION**

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Wolters Kluwer Lien Solutions 800-331-3282</b>
B. E-MAIL CONTACT AT FILER (optional) <b>uccfilingreturn@wolterskluwer.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  <b>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 USA</b>

Filed in the Office of 	Initial Filing Number <b>2020737009-5</b>
Director, Division of Corporations and Commercial Code	Filed On <b>12/28/2020 5:00:07 PM</b>
	Lapse Date <b>12/28/2025</b>
	Number of Pages <b>1</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>SONEV CONSTRUCTION LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>577 N 5675 W</b>	CITY <b>CEDAR CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Financial Pacific Leasing, Inc.</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>P.O. Box 4568</b>	CITY <b>FEDERAL WAY</b>	STATE <b>WA</b>	POSTAL CODE <b>98001</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**All equipment and other personal property, now or hereafter the subject of that certain Agreement, relating to Financial Pacific Leasing, Inc., Contract # 001-168549 7-301, dated 12/24/2020, between the Secured Party and Debtor, together with all attachments, additions, accessories, substitutions and replacements thereto, any and all insurance and other proceeds of the foregoing.**

5. Check only, if applicable and check only, one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only, if applicable and check only, one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only, if applicable and check only, one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**78294543**

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Wolters Kluwer Lien Solutions 800-331-3282</b>
B. E-MAIL CONTACT AT FILER (optional) <b>uccfilingreturn@wolterskluwer.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  <b>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 USA</b>

Filed in the Office of  Director, Division of Corporations and Commercial Code	Initial Filing Number <b>2021740268-8</b>
	Filed On <b>1/12/2021 6:18:59 AM</b>
	Lapse Date <b>1/12/2026</b>
	Number of Pages <b>2</b>

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1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Sonev Construction LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME <b>Gilbert</b>	FIRST PERSONAL NAME <b>Keith</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>Steven Patrick</b>	SUFFIX
1c. MAILING ADDRESS <b>577 North 5675 West</b>	CITY <b>Cedar City</b>	STATE <b>UT</b>	POSTAL CODE <b>847214800</b>	COUNTRY <b>USA</b>
2. DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here <input type="checkbox"/> and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME <b>Gilbert</b>	FIRST PERSONAL NAME <b>Keith</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>Steven Patrick</b>	SUFFIX
2c. MAILING ADDRESS <b>1294 North Ridgeway Drive</b>	CITY <b>Cedar City</b>	STATE <b>UT</b>	POSTAL CODE <b>847216025</b>	COUNTRY <b>USA</b>

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only <u>one</u> Secured Party name (3a or 3b)				
3a. ORGANIZATION'S NAME <b>North Mill Credit Trust</b>				
OR	3b. INDIVIDUAL'S SURNAME <b>601 Merritt 7, Suite 5</b>	FIRST PERSONAL NAME <b>Norwalk</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY <b>Norwalk</b>	STATE <b>CT</b>	POSTAL CODE <b>06851</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**All equipment listed on contract agreement number C048971-A066909 consisting of 2005 Caterpillar D9L Crawler Tractor; VIN/Serial #: 14Y75463 2006 Caterpillar 6 13C Water Wagon Scraper; VIN/Serial # CAT0613CV8LJ2343 together with all accessories, attachments, replacements, substitutions and accessions related thereto, along with all cash and non-cash proceeds (including without limitation indemnity claims, claim payments and other proceeds relating to insurance), products and rents therefrom.**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>78484062</b>	

**UCC FINANCING STATEMENT ADDITIONAL PARTY**

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME  
**Sonev Construction LLC**

OR  
18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR  
19b. INDIVIDUAL'S SURNAME  
**Gilbert**

FIRST PERSONAL NAME

**Patricia**

ADDITIONAL NAME(S)/INITIAL(S)

**Elizabeth**

SUFFIX

19c. MAILING ADDRESS

**577 N 5765 W**

CITY

**Cedar City**

STATE

**UT** **84720**

COUNTRY

**USA**

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR  
20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR  
21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

OR  
22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR  
23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:

## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

**BILL MILLER EQUIPMENT SALES**

B. E-MAIL CONTACT AT FILER (optional)

**jenni@bmillerequipmentsales.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**BILL MILLER EQUIPMENT SALES**

**10200 PARKERSBURG RD**

**Eckhart Mines MD 21528 USA**

Filed in the Office of

Director, Division of  
Corporations and  
Commercial Code

Filing Number

**210304753810-0**

Initial Filing Number  
**210304753810-0**

Filed On

**March 4, 2021 08:59 AM**

Lapse Date  
**03/04/2026**

Number of Pages  
**1**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

—  
OR  
1a. ORGANIZATION'S NAME  
**SONEV CONSTRUCTION**

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>577 N 5675 W</b>	CITY <b>CEDAR CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>BILL MILLER EQUIPMENT SALES</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>10200 PARKERSBURG RD</b>	CITY <b>ECKHART MINES</b>	STATE <b>MD</b>	POSTAL CODE <b>21528</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**RENTAL/PURCHASE AGREEMENT ("LEASE"), BY AND BETWEEN LESSEE AND BILL MILLER EQUIPMENT SALES, INC., AS LESSOR; ALL RENTS AND OTHER PAYMENTS DUE AND TO BECOME DUE UNDER THE LEASE; AND THE FOLLOWING EQUIPMENT:**

**CAT 980K WHEEL LOADER, S/N: W7K755**

**... TOGETHER WITH ALL PARTS ATTACHMENTS, ACCESSION, ADDITIONS, AND REPLACEMENTS AND THE PROCEEDS OF ANY OF THE FOREGOING.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction     Manufactured-Home Transaction     A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien     Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licenssee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

## UCC FINANCING STATEMENT AMENDMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**BILL MILLER EQUIPMENT SALES**

B. E-MAIL CONTACT AT FILER (optional)  
**jenni@bmillerequipmentsales.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**BILL MILLER EQUIPMENT SALES**

**10200 PARKERSBURG RD**

**Eckhart Mines MD 21528 USA**

Filed in the Office of

*J. Neillette*

Director, Division of  
Corporations and  
Commercial Code

Filing Number

**210419765451-1**

Initial Filing Number  
**210304753810-0**

Filed On  
**April 19, 2021 08:01 AM**

Lapse Date  
**03/04/2026**

Number of Pages  
**1**

1a. INITIAL FINANCING STATEMENT FILE NUMBER

**210304753810-0**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record]

(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum(Form UCC3A) and provide Debtor's name in item 13

— 2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record

CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

**CAT D10N DOZER, S/N: 3SK461**

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

**BILL MILLER EQUIPMENT SALES INC**

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

#### A. NAME & PHONE OF CONTACT AT FILER (optional)

**Solutions Financial Services**

#### B. E-MAIL CONTACT AT FILER (optional)

**skohler@sfsutah.com**

#### C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Solutions Financial Services**

**4901 W. 2100 South**

**UT 84120 USA**

Filed in the Office of

Director, Division of  
Corporations and  
Commercial Code

Filing Number

**210420765860-7**

Initial Filing Number  
**210420765860-7**

Filed On

**April 20, 2021 10:54 AM**

Lapse Date  
**04/20/2026**

Number of Pages  
**1**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

—  
OR  
1a. ORGANIZATION'S NAME  
**SONEV CONSTRUCTION LLC**

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>444 S MAIN STREET SUITE C7</b>	CITY <b>CEDAR CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

—  
OR  
2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

—  
OR  
3a. ORGANIZATION'S NAME  
**RPS CAMPBELL COMPANIES, LLC DBA SOLUTIONS FINANCIAL SERVICES**

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>4901 W 2100 S</b>	CITY <b>SALT LAKE CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84120</b>

4. COLLATERAL: This financing statement covers the following collateral:

**2018 EDGE STACKER STK 36X80 80' STACKER WITH 40" BELT S/N 18TS8040874, 2019 METSO ST3.8 TRACK SCREEN S/N 180657, AND A 2019 METSO LT1213S IMPACT CRUSHER WITH SCREEN S/N 180186, TOGETHER WITH ALL ACCESSORIES, ATTACHMENTS, PARTS, PROCEEDS, MODIFICATIONS, AND REPAIRS NOW OR HEREAFTER ATTACHED OR AFFIXED TO OR USED IN CONNECTION WITH ANY OF THE FOREGOING .**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction     Manufactured-Home Transaction     A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien     Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):     Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licenssee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Corporation Service Company 1-800-858-5294</b>
B. E-MAIL CONTACT AT FILER (optional) <b>SPRFiling@cscglobal.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  <b>Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 USA</b>

Filed in the Office of <i>J. Neillette</i>	Initial Filing Number <b>2021767349-9</b>
Director, Division of Corporations and Commercial Code	Filed On <b>4/26/2021 10:38:57 AM</b>
	Lapse Date <b>4/26/2026</b>
	Number of Pages <b>1</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Sonev Construction LLC</b>				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>577 N 5675 W</b>	CITY <b>Cedar City</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>CORPORATION SERVICE COMPANY, AS REPRESENTATIVE</b>				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>PO BOX 2576 UCCSPREP@cscinfo.com</b>	CITY <b>Springfield</b>	STATE <b>IL</b>	POSTAL CODE <b>62708</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**2012 Smithco VIN: 1S9SS4235CL476370 2012 Smithco VIN: 1S9SS4230CL476406 2012 Smithco VIN: 1S9SS274XCL476371 2012 Smithco VIN: 1S9SS2745CL476407** The equipment financed under Contract 1019682 listed above, whether now owned or hereafter acquired, together with all personal property installed in, affixed to or used in connection therewith and all present or future: (i) additions, accessories, accessions, attachments, parts, supplies, related software, intellectual property, rights, licenses and improvements thereto; (ii) substitutions, renewals, replacements and purchase options thereof; (iii) insurance, warranty, and other third-party claims; (iv) Debtor's rights in connection with a third-party's use of such equipment under a sublease, rental or similar agreement; (v) proceeds and product in any form (including but not limited to insurance and sale proceeds) of each of the foregoing, whether it be cash, non-cash or in any other form; and (vi) to the extent the equipment identified herein is construed as or deemed inventory, that inventory and all accounts, accounts receivable, cash proceeds and all other proceeds related thereto or derived therefrom.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**2100 68715:210068715**

## UCC FINANCING STATEMENT AMENDMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**BILL MILLER EQUIPMENT SALES**

B. E-MAIL CONTACT AT FILER (optional)  
**jenni@bmillerequipmentsales.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**BILL MILLER EQUIPMENT SALES**

**10200 PARKERSBURG RD**

**Eckhart Mines MD 21528 USA**

Filed in the Office of

*J. Neillette*

Director, Division of  
Corporations and  
Commercial Code

Filing Number

**210426767421-2**

Initial Filing Number  
**210304753810-0**

Filed On  
**April 26, 2021 02:01 PM**

Lapse Date  
**03/04/2026**

Number of Pages  
**1**

1a. INITIAL FINANCING STATEMENT FILE NUMBER

**210304753810-0**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record]

(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum(Form UCC3A) and provide Debtor's name in item 13

— 2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record

CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c  ADD name: Complete item 7a or 7b, and item 7c  DELETE name: Give record name

to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

**KENWORTH LUBE TRUCK, S/N: 155231S**

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

**BILL MILLER EQUIPMENT SALES**

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

**SONEV CONSTRUCTION**

## UCC FINANCING STATEMENT AMENDMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**BILL MILLER EQUIPMENT SALES**

B. E-MAIL CONTACT AT FILER (optional)  
**jenni@bmillerequipmentsales.com**

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**BILL MILLER EQUIPMENT SALES**

**10200 PARKERSBURG RD**

**Eckhart Mines MD 21528 USA**

Filed in the Office of

*J. Neillette*

Director, Division of  
Corporations and  
Commercial Code

Filing Number

**210707786800-2**

Initial Filing Number  
**210304753810-0**

Filed On  
**July 7, 2021 07:39 AM**

Lapse Date  
**03/04/2026**

Number of Pages  
**1**

1a. INITIAL FINANCING STATEMENT FILE NUMBER

**210304753810-0**

1b.  This FINANCING STATEMENT AMENDMENT is to be filed [for record]

(or recorded) in the REAL ESTATE RECORDS

Filer: attach Amendment Addendum(Form UCC3A) and provide Debtor's name in item 13

— 2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3.  ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5.  PARTY INFORMATION CHANGE:

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects  Debtor or  Secured Party of record

CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c

ADD name: Complete item 7a or 7b, and item 7c

DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8.  COLLATERAL CHANGE: Also check one of these four boxes:  ADD collateral  DELETE collateral  RESTATE covered collateral  ASSIGN collateral

Indicate collateral:

**KOMATSU PC490 EXCAVATOR, S/N: A41846**

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here  and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

OR

**BILL MILLER EQUIPMENT SALES**

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Wolters Kluwer Lien Solutions 800-331-3282</b>
B. E-MAIL CONTACT AT FILER (optional) <b>uccfilingreturn@wolterskluwer.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  <b>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 USA</b>

Filed in the Office of <i>J. Neillette</i>	Initial Filing Number <b>2021790107-6</b>
Director, Division of Corporations and Commercial Code	Filed On <b>7/20/2021 7:51:59 AM</b>
	Lapse Date <b>7/20/2026</b>
	Number of Pages <b>1</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>SONEV CONSTRUCTION LLC</b>				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>577 NORTH 5675 WEST</b>	CITY <b>CEDAR CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only <u>one</u> Secured Party name (3a or 3b)				
3a. ORGANIZATION'S NAME <b>Caterpillar Financial Services Corporation</b>				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>2120 West End Ave</b>	CITY <b>Nashville</b>	STATE <b>TN</b>	POSTAL CODE <b>37203</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**ONE(1) Caterpillar 982M Medium Wheel Loader S/N:K1Y01607 And substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof. The above collateral is within the scope of Article 9 of the Uniform Commercial Code (if this statement is filed in New Jersey, specifically Chapter 9 of Title 12A, pursuant to 12A:9-102 and 12A:9-109).**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>81545408</b>	

RECEIVED  
AUG 05 2021  
**EXPEDITE**

**UCC FINANCING STATEMENT**

## FOLLOW INSTRUCTIONS

Utah Div. of Corp. &amp; Comm. Code

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C.
Quick Data Services, Inc. 2005 East 2700 South, Suite 200 Salt Lake City, UT 84109

Filed in the Office of <i>J. Neillette</i>	Filing Number <b>210806794860-5</b>
Director, Division of Corporations and Commercial Code	Initial Filing Number <b>210806794860-5</b>
	Filed On <b>August 5, 2021 02:22 PM</b>
	Lapse Date <b>08/05/2026</b>
	Number of Pages <b>1</b>

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME  
**SoNev Construction LLC**

OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>577 N. 5675 West</b>	CITY <b>Cedar City</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>
			COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

**Iron Capital Rentals (USA) Inc.**

OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>603 Munger Avenue, Ste. 100 PMB 113</b>	CITY <b>Dallas</b>	STATE <b>TX</b>	POSTAL CODE <b>75202</b>
			COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

All of Debtor's right, title, and interest, whether now owned or hereafter arising, in and to (i) the following pieces of equipment and machinery:

CAT 772G KEX00131: 2014, - CAT0772GHKEX00131

CAT 772G KEX00138: 2014, - CAT0772GCKEX00138

CAT 772G KEX00139: 2014, - CAT0772GVKEX00139

CAT 772G KEX00140: 2014, - CAT0772GJKEX00140

together with all related software (embedded therein or otherwise) and general intangibles, all additions, replacements, attachments, accessories, and accessions thereto (ii) all subleases, chattel paper, security deposits, and general intangibles relating thereto, and any and all substitutions, replacements or exchanges for any such item of equipment or machinery, or other related collateral, and (iii) any and all insurance and/or other proceeds of the collateral and other property in and against which a security interest is granted hereunder

**AUG 5 '21 PM2:22**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction

Manufactured-Home Transaction

A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien

Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Wolters Kluwer Lien Solutions 800-331-3282</b>
B. E-MAIL CONTACT AT FILER (optional) <b>uccfilingreturn@wolterskluwer.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  <b>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 USA</b>

Filed in the Office of <i>J. Neillette</i>	Initial Filing Number <b>2021798120-7</b>
Director, Division of Corporations and Commercial Code	Filed On <b>8/18/2021 3:54:51 PM</b>
	Lapse Date <b>8/18/2026</b>
	Number of Pages <b>1</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>SoNew Construction LLC</b>				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>577 N 5675 W</b>	CITY <b>Cedar City</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>
2. DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here <input type="checkbox"/> and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>Hanmi Bank</b>				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>3660 Wilshire Blvd., PH A</b>	CITY <b>Los Angeles</b>	STATE <b>CA</b>	POSTAL CODE <b>90010</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**All equipment, subject to Agreement Number # 33753-BRO-45905 and subject to any and all existing and future schedules entered into pursuant to and incorporating said Agreement, together with all accessories, parts, attachments and appurtenances appearing or attached to any of the equipment in said Agreement and all substitutions, trade-ins, proceeds, insurance, renewals and replacements of, and improvements and accessions to the equipment in said Agreement.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**82033722**

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Wolters Kluwer Lien Solutions 800-331-3282</b>
B. E-MAIL CONTACT AT FILER (optional) <b>uccfilingreturn@wolterskluwer.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  <b>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 USA</b>

Filed in the Office of <i>J. Veillette</i>	Initial Filing Number <b>2021804691-0</b>
Director, Division of Corporations and Commercial Code	Filed On <b>9/15/2021 8:52:44 AM</b>
	Lapse Date <b>9/15/2026</b>
	Number of Pages <b>2</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>Sonev Construction LLC</b>				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>577 N 5675 W</b>	CITY <b>Cedar City</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>
2. DEBTOR'S NAME: Provide only <u>one</u> Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here <input type="checkbox"/> and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>KLC Financial, Inc.</b>				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>3514 County Road 101</b>	CITY <b>Minnetonka</b>	STATE <b>MN</b>	POSTAL CODE <b>55345</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**ALL EQUIPMENT LISTED ON MASTER EQUIPMENT FINANCE AGREEMENT 8222A. FILING INCLUDES ALL EQUIPMENT LISTED ON MASTER EQUIPMENT FINANCE AGREEMENT 8222A. INCLUDING BUT NOT LIMITED TO: Equipment listed on Schedule 01: Used 2002 Cat 988G Wheel Loader S/N# BNH0457. FILING ALSO INCLUDES ANY AND ALL FUTURE ATTACHMENTS, UPGRADES OR MODIFICATIONS DONE TO SAID EQUIPMENT.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**82444975**

**UCC FINANCING STATEMENT ADDITIONAL PARTY**

FOLLOW INSTRUCTIONS

18. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

18a. ORGANIZATION'S NAME  
**Sonev Construction LLC**

OR  
18b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

19. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (19a or 19b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

19a. ORGANIZATION'S NAME

OR  
19b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

19c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

20. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (20a or 20b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

20a. ORGANIZATION'S NAME

OR  
20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

20c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR  
21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22.  ADDITIONAL SECURED PARTY'S NAME  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (22a or 22b)

22a. ORGANIZATION'S NAME

**First Utah Bank**

OR  
22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

**11025 South State Street**

Sandy

STATE

84070

COUNTRY

USA

23.  ADDITIONAL SECURED PARTY'S NAME  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (23a or 23b)

23a. ORGANIZATION'S NAME

OR  
23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. MISCELLANEOUS:

## UCC FINANCING STATEMENT

### FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
<b>Garth O Green Enterprises, Inc. DBA Southwest Plumbing Supply</b>
B. E-MAIL CONTACT AT FILER (optional)
<b>camiem@swplumb.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<b>Garth O Green Enterprises, Inc. DBA Southwest Plumbing Supply</b>
<b>506 N 200 W</b>
<b>Cedar City UT 84721 USA</b>

Filed in the Office of 	Filing Number <b>211116820962-1</b>
Director, Division of Corporations and Commercial Code	Initial Filing Number <b>211116820962-1</b>
	Filed On <b>November 16, 2021 03:14 PM</b>
	Lapse Date <b>11/16/2026</b>
	Number of Pages <b>1</b>

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

—  
OR  
1a. ORGANIZATION'S NAME  
**SONEV CONSTRUCTION LLC**

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1294 N RIDGEWAY DRIVE</b>	CITY <b>CEDAR CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>
			COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

—  
OR  
2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
			COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

—  
OR  
3a. ORGANIZATION'S NAME  
**GARTH O GREEN ENTERPRISES, INC. DBA SOUTHWEST PLUMBING SUPPLY**

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>506 N 200 W</b>	CITY <b>CEDAR CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>
			COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**"COLLATERAL" SHALL INCLUDE RIGHTS TITLES AND INTEREST TO THE DEBTOR'S TANGIBLE PERSONAL PROPERTY, FIXTURES, LEASEHOLD IMPROVEMENTS, TRADE FIXTURES, EQUIPMENT, INVENTORY, TRADEMARKS, WEB DOMAINS, PHONE NUMBERS, VEHICLES AND OTHER PERSONAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (THE "PERSONAL PROPERTY"); ALL GENERAL INTANGIBLES RELATING TO OR ARISING FROM THE PERSONAL PROPERTY, ALL CASH AND NON-CASH PROCEEDS (INCLUDING INSURANCE PROCEEDS) OF THE PERSONAL PROPERTY, ALL PRODUCTS THEREOF AND ALL ADDITIONS AND ACCESSIONS THERETO, SUBSTITUTIONS THEREFOR AND REPLACEMENTS THEREOF.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction     Manufactured-Home Transaction     A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien     Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):     Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licenssee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Wolters Kluwer Lien Solutions 800-331-3282</b>
B. E-MAIL CONTACT AT FILER (optional) <b>uccfilingreturn@wolterskluwer.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  <b>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 USA</b>

Filed in the Office of <i>J. Neillette</i>	Initial Filing Number <b>2021822193-2</b>
Director, Division of Corporations and Commercial Code	Filed On <b>11/22/2021 7:29:51 AM</b>
	Lapse Date <b>11/22/2026</b>
	Number of Pages <b>1</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>SoNev Construction LLC</b>				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>577 N 5675 W</b>	CITY <b>Cedar City</b>	STATE <b>UT</b>	POSTAL CODE <b>84721</b>	COUNTRY <b>USA</b>
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>PARTNERS CAPITAL GROUP, INC.</b>				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>201 E Sandpointe Ave</b>	CITY <b>Santa Ana</b>	STATE <b>CA</b>	POSTAL CODE <b>92707</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**All equipment and other personal property, including but not limited to furniture, fixtures and equipment subject to that certain Lease/Equipment Financing Agreement Number #70394 dated 11-16-2021, between Secured Party as Lessor/Creditor and Debtor as Lessee/Debtor, and subject to any and all existing and future schedule entered into pursuant to and incorporating said Agreement, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, proceeds, renewals and replacements of, and improvements and accessions to the Lease/Equipment Financing Agreement Number 70394.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**83568644**

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Wolters Kluwer Lien Solutions 800-331-3282</b>
B. E-MAIL CONTACT AT FILER (optional) <b>uccfilingreturn@wolterskluwer.com</b>
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) <b>Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 USA</b>

Filed in the Office of <i>J. Veillette</i>	Document Number <b>2021824488-7</b>
Director, Division of Corporations and Commercial Code	Filed Date and Time <b>12/1/2021 10:33:35 AM</b>
	Number of Pages <b>1</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER <b>2021822193-2</b>	1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13			
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement				
3. <input checked="" type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, <u>and</u> address of Assignee in item 7c <u>and</u> name of Assignor in item 9 For partial assignment, complete items 7 and 9 <u>and</u> also indicate affected collateral in item 8				
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law				
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: This Change affects <input type="checkbox"/> Debtor <input type="checkbox"/> or <input type="checkbox"/> Party of record	<u>AND</u> Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; <u>and</u> item 7a or 7b <u>and</u> item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, <u>and</u> item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b			
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)				
6a. ORGANIZATION'S NAME <b>North Mill Credit Trust</b>				
OR				
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)				
7a. ORGANIZATION'S NAME <b>North Mill Credit Trust</b>				
OR	7b. INDIVIDUAL'S SURNAME			
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX				
7c. MAILING ADDRESS <b>9 Executive Circle, Suite 230</b>	CITY <b>Irvine</b>	STATE <b>CA</b>	POSTAL CODE <b>92614</b>	COUNTRY <b>USA</b>
8. <input type="checkbox"/> COLLATERAL CHANGE: <u>Also</u> check <u>one</u> of these four boxes: <input type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral:				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor				
9a. ORGANIZATION'S NAME <b>PARTNERS CAPITAL GROUP, INC.</b>				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
10. OPTIONAL FILER REFERENCE DATA: <b>83699876- Debtor: SoNev Construction LLC</b>				

**EXHIBIT D**

**COLLATERAL RELEASE FROM BAM CAPITAL**



**BAM CAPITAL, LLC**

3490 Piedmont Road NE  
Suite #1350  
Atlanta, GA 30305

April 1, 2021

**RE: Sonev Construction LLC COLLATERAL ASSIGNMENT TERMINATION**

To whom it may concern:

Effective as of the date of this Notice, *Sonev Construction LLC* ("SONEV") and BAM Capital LLC ("Lender") have terminated *SONEV*'s collateral assignment of, and Lender's security interest in, all of *SONEV*'s accounts receivable. Please disregard the directives set forth on Lender's Notice of Assignment (the "NOA") as the NOA is of no further force and effect.

*Henceforth, please make all payments due on SONEV's accounts in accordance with SONEV's express instructions.*

If you have any questions concerning this Notice, please contact us by emailing Sam Powers at [sam@bamfi.com](mailto:sam@bamfi.com).

**BAM CAPITAL, LLC**

By: Brian R Goellnicht

Name: Ricardo Goellnicht

Title: Business Analyst